

**AMENDMENT TO  
INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT  
OF 1996  
BETWEEN  
BELLSOUTH TELECOMMUNICATIONS, INC.  
d/b/a AT&T ALABAMA, AT&T LOUISIANA, AT&T MISSISSIPPI,  
AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND  
AT&T TENNESSEE  
AND  
COMCAST PHONE II, INC. COMCAST PHONE, LLC**

The Interconnection Agreement dated September 25, 2005 by and between BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee ("AT&T") and Comcast Phone II, Inc. Comcast Phone, LLC ("Comcast Phone") ("Agreement") effective in the states of Alabama, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee is hereby amended as follows:

1. The Parties agree that AT&T-9STATE shall be defined as the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.
2. Section 2.1 of the General Terms and Conditions is amended by adding the following section:
  - 2.1.1 Notwithstanding anything to the contrary in this section 2.1, the original expiration date of this Agreement, as modified by this Amendment, will be extended for a period of three (3) years from September 24, 2008 until September 24, 2011 (the "Extended Expiration Date"). The Agreement shall expire on the Extended Expiration Date; provided, however, that during the period from the effective date of this Amendment until the Extended Expiration Date, the Agreement may be terminated earlier either by written notice from Comcast Phone, by AT&T pursuant to the Agreement's early termination provisions, or by mutual agreement of the parties.
3. Comcast Phone acknowledges and agrees that it will amend the Agreement in accordance with the change of law provisions in the Parties interconnection agreement, to reflect future changes of law as and when they may arise.
4. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
5. In entering into this Amendment neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
6. This Amendment shall be filed with and is subject to approval by the Commissions and shall become effective on the date of the last signature executing the Amendment.

Comcast Phone II, Inc. Comcast Phone, LLC

By: 

Name:

Susan J. Dams  
(Print or Type)

Title:

V.P. Corp. Development  
(Print or Type)

Date:

6-6-08

BellSouth Telecommunications, Inc. d/b/a  
AT&T Alabama, AT&T Louisiana, AT&T  
Mississippi, AT&T North Carolina, AT&T South  
Carolina and AT&T Tennessee

By: 

Name: Kristen E. Shore

Title: Director

Date:

6/11/08

	<u>OCN #</u>	<u>ACNA</u>
ALABAMA	<u>363D</u>	<u>BPH</u>
LOUISIANA	<u>088E</u>	<u>BPH</u>
MISSISSIPPI	<u>089E</u>	<u>BPH</u>

	<u>OCN #</u>	<u>ACNA</u>
NORTH CAROLINA	<u>inactive</u>	<u>currently</u>
SOUTH CAROLINA	<u>4730</u>	<u>BPH</u>
TENNESSEE	<u>408D</u>	<u>BPH</u>